

Los Angeles County
Children's Planning Council
Improving Children's Lives

June 4, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE ATTACHED AMENDMENT TO THE AGREEMENT
WITH THE CHILDREN'S PLANNING COUNCIL FOUNDATION,
INC. TO EXTEND THE AGREEMENT TERM FOR THREE YEARS.
(All Districts) (Three Votes)**

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number Two to Agreement #71891 for various joint planning and training services with the Children's Planning Council Foundation, Inc., with a maximum contract amount of approximately \$600,000 per fiscal year, effective July 1, 2003, and terminating on June 30, 2006, coinciding with the Children's Planning Council sunset review date.

PURPOSE OF RECOMMENDED ACTION

The Children's Planning Council was established by your Board in 1991 as a public/private body to formulate the vision and goals, and promote the planning and coordination needed, to improve results for Los Angeles County children and their families.

In August 1996, the Council formed The Children's Planning Council Foundation, Inc., to serve as its fiscal arm – to raise, receive, and disburse monies for the support of the work of the Children's Planning Council.

In February 1997, your Board entered into an Agreement with the Children's Planning Council Foundation, Inc., that laid out the mutual interest and responsibility for the Children's Planning

Council on the part of Los Angeles County and the Children's Planning Council Foundation, Inc., and provided that the \$135,000 annual County allocation for the Council be paid to the Foundation. The Board approved an increase in this allocation to \$245,000 in July 2001.

In 1998, your Board approved an Agreement with the Children's Planning Council Foundation, Inc. for various joint planning and training services for fiscal years 1998-99 and 1999-00, with a maximum contract amount of approximately \$500,000 per fiscal year. On May 23, 2000, your Board approved an amendment to extend this Agreement through June 30, 2003.

This recommended action would allow the Foundation to continue to provide various joint planning and training services for the County.

JUSTIFICATION

Various County departments and public and private agencies that serve children continue to collaborate with each other and the Children's Planning Council to better integrate planning and service delivery for Los Angeles County children and families. In the last two years, this work has begun to include a stronger focus on partnering more deliberately with community through an ambitious community engagement agenda.

Over \$2.5 million dollars has been raised to date by the Children's Planning Council from the private sector to fund several key activities from 1998 through 2003. An additional \$6 million was raised through a partnership with First 5 L.A., helping the Children's Planning Council strengthen its focus on school readiness/school success over the next four years. Representatives of County departments and agencies that serve children have pledged monies to supplement these private and public funds so that, as a public/private partnership, we can continue to accomplish the following:

Continue to strengthen the infrastructure of the eight Service Planning Area (SPA) Councils and the American Indian Children's (AIC) Council. Subject to Board approval, six County departments/agencies (Children and Family Services, Health Services, Mental Health, Public Social Services, Probation, and Parks and Recreation) have each agreed to provide up to \$65,000 each, in allocated planning monies in fiscal year 2003-2004, 2004-2005, and 2005-2006 to the Children's Planning Council Foundation, Inc., for this purpose.

- Continue to enhance the SPA/AIC Councils and the capabilities of various County departments, their staff, and their SPA/AIC Council representatives, to effectively partner with the community and to improve the delivery of services for children and families. Subject to Board approval, six County departments/agencies (Children and Family Services, Health Services, Mental Health, Public Social Services, Probation, and Parks and Recreation) have each agreed to provide up to \$34,000 each, in allocated planning monies in fiscal year 2003-2004, 2004-2005, and 2005-2006 to the Children's Planning Council Foundation, Inc. to provide the following:

- 1 Technical/consultant support for the Interagency Operations Group (IOG), chaired by various County departments on a rotating basis, and charged with promoting the County's *Vision* for children and families by accelerating the implementation of, and generating solutions that remove operational barriers to, integrated services.
- 2 Support for departmental staff to better understand their roles as members of the SPA/AIC Councils, and interdepartmental efforts to explore how best to link departmental community planning initiatives to the work of the SPA Councils. Support, to be provided by the IOG, can include training conferences, facilitation of inter-departmental dialogues, access to subject-matter experts, presentation, facilitation of County-community working sessions, and other assistance that will provide departmental staff necessary knowledge, information, and skills to further the County's efforts in working more effectively with community groups.

Consistent with past practice, the IOG Leadership Team will conduct an annual review of the IOG Budget in June of each year and, if feasible, transfer monies to the CPC to further support the infrastructure of the SPA/AIC Councils.

Implementation of Strategic Plan Goals:

The Children's Planning Council's work served as the impetus for Goal 5 of the County's Strategic Plan – Children and Families' Well-Being – and continues to serve as a partner with the CAO Service Integration Branch in the implementation of Goal 5. The Council is a lead partner on various elements of the Service Integration Action Plan (SIAP) recommendations. The SIAP represents one of the key objectives of Goal 5, which helps move the County's service integration efforts forward.

FISCAL IMPACT/FINANCING

Monies for these projects have already been identified in the various departmental/agency annual budgets. Several of the private foundations that have funded these efforts through the Children's Planning Council require public sector support to demonstrate the public/private partnership approach. Future grants from these foundations would be jeopardized if County departments are not able to partially match these monies.

FACTS AND PROVISIONS

The Agreement provides for the payment to the Foundation of up to \$600,000 in each fiscal year, with a Foundation match of \$100,000 in each fiscal year, for various joint planning and training

services. The Children's Planning Council Foundation, Inc., will submit to your Board an annual expenditure report. The Executive Office will administer and monitor the Agreement on the County's behalf. County Counsel has reviewed and approved as to form the attached amendment.

In the event that the ordinance establishing the Children's Planning Council is extended beyond July 1, 2006, this Agreement may be amended, upon the mutual consent of parties and Board approval, to extend the term of this Agreement to coincide with the ordinance extension.

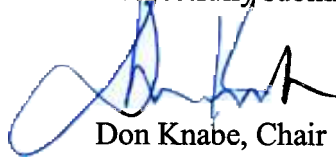
The Agreement has also been amended to include new provisions, as approved and directed by your Board.

IMPACT ON CURRENT SERVICES

The funds provided through this Agreement will enable the Children's Planning Council, its member departments, and other County departments and agencies to better engage communities in impacting the five outcomes for children and to integrate their planning and service delivery in order to, ultimately, improve outcomes for Los Angeles County children and families. Only by combining public and private planning, programming, and resources will we be able to achieve the county's *Vision* for children:

"Los Angeles County children should reach adulthood having experienced a safe, healthy, and nurturing childhood which prepares them to become responsible and contributing members of the community."

Respectfully submitted,



Don Knabe, Chair
Los Angeles County Children's Planning Council

cc: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Director, Department of Children and Family Services
Director, Department of Health Services
Director, Department of Mental Health
Director, Department of Public Social Services
Director, Parks and Recreation
Chief Probation Officer
Chair, Children's Planning Council Foundation, Inc.

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 71891
BETWEEN COUNTY OF LOS ANGELES
AND THE CHILDREN'S PLANNING COUNCIL FOUNDATION, INC.**

This Amendment Number Two to Agreement Number 71891 is made and entered into at Los Angeles, California this _____ day of _____, 2003, by and between the County of Los Angeles (COUNTY) and The Children's Planning Council Foundation, Inc. (FOUNDATION).

WHEREAS, Agreement Number 71891 was originally executed by the Los Angeles County Board of Supervisors on December 21, 1998; and

WHEREAS, Amendment Number One to Agreement Number 71891 was approved by the Los Angeles County Board of Supervisors on May 23, 2000;

WHEREAS, this Amendment Two to Agreement Number 71891 is in accordance with Section 6 (Changes and Amendments);

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, said Agreement is amended as follows:

1 Section 3. **TERM**

The term of this Agreement shall commence on the date of execution by the Los Angeles County Board of Supervisors and shall terminate on June 30, 2006. This Agreement may be amended, upon the mutual consent of parties and with Board approval.

2. Section 4.2 is amended to add the following:

Section 4.2 The maximum contract sum for the period July 1, 2003 through June 30, 2004 is \$600,000; the maximum contract sum for the period July 1, 2004 through June 30, 2005 is \$600,000; and the maximum contract sum for the period July 1, 2005 through June 30, 2006 is \$600,000.

3. Section 32 to be amended as follows:

Section 32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

4. Section 33 to be amended as follows:

Section 33. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 635a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

5. Section 34 to be added:

Section 34. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception of the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for the purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences. Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

6. Section 35 to be added:

Section 35. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. Section 36 to be added:

Section 36. SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. Such information and notice is set forth in Exhibit J of this Contract.

8. Section 37 to be added:

Section 37. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors find, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

37.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an

opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

37.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9 Section 38 to be added

Section 38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

10. Section 39 to be added:

Section 39. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 71891**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to Agreement Number 71891, to be subscribed by Chair, the seal for said Board to be hereto affixed and attested by the Executive Officer-Clerk thereof, and FOUNDATION has caused this Agreement to be subscribed in its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors for the County of Los Angeles



By _____
Deputy

THE CHILDREN'S PLANNING COUNCIL
FOUNDATION, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: _____
Barbara Y. Goul
Principal Deputy County Counsel